Central New York

Car Service Association.

Memorandum of Agreement

AND

RULES.

As Amended and in Effect February 25, 1892.

Central New York Car Service Association.

OFFICERS 1891-2:

CHAIRMAN:

THEODORE VOORHEES, N. Y. C. & H. R. R. R.

EXECUTIVE COMMITTEE:

THE CHAIRMAN.

A. H. SCHWARZ, D., L. & W. R. R.

H. D. TITUS, L. V. R. R.

GEO A. THOMPSON, N. Y., L. E. & W. R. R.

C. W. BRADLEY, W. S. R. R.

MANAGER:

F. G. JEWETT.

OFFICE OF THE ASSOCIATION:

WEST SHORE STATION, SYRACUSE, N. Y.

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Memorandum of Agreement.

Memorandum of Agreement made and entered into this 1st day of July, 1891, and as amended at a Special Meeting of the Association called for that purpose and held at the office of the Association February 25, 1892, by and between the following Railroad Companies, namely:

Bennington & Rutland Railway, Canada Atlantic Railway, Central Vermont Railroad, Connecticut River Railroad, Delaware & Hudson Canal Company, Delaware, Lackawanna & Western Railroad, Elmira, Cortland & Northern Railroad, Fall Brook Coal Company, Fitchburg Railroad, Grand Trunk Railway, Lehigh Valley Railroad, New York Central & Hudson River Railroad, New York, Lake Erie & Western Railroad, New York, Ontario & Western Railroad, Northern Central Railway, Rome, Watertown & Ogdensburg Railroad, Syracuse & Baldwinsville Railway, Syracuse, Binghamton & New York Railroad, Syracuse, Ontario & New York Railway, West Shore Railroad.

WITNESSETH: That for the purposes, and in consideration of the agreements hereinafter specified, the subscribers hereto form an Association to be known as the CENTRAL NEW YORK CAR SERVICE ASSOCIATION, agreeing to and with each other that the said Association and the members thereof shall be governed by this Agreement, and by such rules as may be adopted under and by authority of the same.

ARTICLE I.

Section 1. The object of this Association is to secure the prompt loading and unloading of cars, and to enforce a reasonable and uniform charge for the detention of cars and use of tracks, as provided in this Agreement.

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Sec. 2. Membership in this Association shall be by roads, and each road shall be entitled to one vote on any question to be decided in that manner, which may arise under this Agreement.

Sec. 3. Each road shall be represented by the ranking officer of its transportation department present at meetings of the Association, or by such other officer as may be designated by the member for that purpose.

Sec. 4. The annual meeting of the Association shall be held in Syracuse at 10 a. m., on the third Wednesday in the month of July. A majority of the membership shall constitute a quorum for the transaction of business at regular or special meetings, and unless otherwise herein provided, all matters presented at such meetings shall require a two-thirds vote of the members present for their adoption.

Sec. 5. The Association shall, by a majority vote at each annual meeting, elect a Chairman to serve for the ensuing year. The Chairman shall preside at all meetings, and shall have general supervision over the workings of the Association.

Sec. 6. The Chairman and four members to be elected at each annual meeting of the Association shall constitute the Executive Committee.

Sec. 7. The Executive Committee shall cause to be kept in the office of the Manager a record of the proceedings of all meetings of the Association and of the Committee, and will direct the promulgation of so much thereof as may be necessary for the information of the Association. It shall make provision for examining and auditing the records and accounts of the Manager.

Sec. 8. The Executive Committee shall have power to make such rules as may be necessary to carry out the purposes of this Association, and to decide all questions which may arise under this Agreement, and such rules and decisions shall govern until changed by the Association. A majority of the Executive Committee shall constitute a quorum, and at meetings thereof the majority shall govern. Meetings of the Executive Committee shall be held on the third Wednesday of each month, commencing at 10 a. m.

Sec. 9. Special meetings of the Association shall be called by the Chairman at the request of the Executive Committee, or of any three members of the Association, and the call shall state the object of the meeting. Each member shall be notified of special meetings at least five days prior to the date thereof.

Sec. 10. At any regular or special meeting the Association may, by a two-thirds vote of those present, adopt any change which may be proposed in this Agreement or the rules, and such action shall be binding upon all the members.

ARTICLE II.

Section 1. The Association shall, by a majority vote at each annual meeting, appoint a Manager for the ensuing year, who shall be *ex-officio* Secretary of the Association and of the Executive Committee.

Sec. 2. The Manager shall have authority to employ a sufficient force of clerks to keep the records and accounts of his office, and to incur such other expense as may be necessary for the purposes of this Agreement. All salaries and expenses shall be subject to the approval of the Executive Committee.

Sec. 3. The Manager shall arrange to obtain from the Local Agents of the respective roads at the points covered by this Agreement proper daily reports of all cars subject to car service rules; and such agents and other local officers and agents of the respective roads shall be instructed to furnish such daily reports, and such other information in relation to car service matters as may be required by the Manager for the purposes of this Agreement.

Sec. 4. The Manager shall make monthly reports to the members of the Association, showing respectively, by roads, the expenses of the Association; the number of cars handled, and the average detention thereto; the amount of car service charges collected, uncollected and refunded; and such other information as may be directed by the Executive Committee or the Association. He shall also report anything of general interest that may occur in the workings of the Association.

Sec. 5. It shall be the duty of the Manager to see that the purposes for which the Association is formed are not evaded or defeated. He shall use every legitimate effort to have all the promises and agreements herein contained strictly observed by all the parties hereto. He shall make written reports of his investigations in all cases of violation of this Agreement coming to his knowledge, and of his action thereon, accompanied by such documentary evidence as may be in his possession.

Sec. 6. The Manager shall construe this Agreement and all rules and resolutions adopted thereunder, and his construction of the intent and meaning thereof shall be binding on all the parties hereto until changed by the Executive Committee or the Association.

Sec. 7. The Manager is authorized to consider claims for refunding car service charges alleged to have been incurred without fault on the part of the shipper or consignee, and to order the refunding of the same, or so much thereof as may in his judgment be just and proper. He shall keep a record of all such claims and of his action thereon, subject to review and approval by the Executive Committee. Claims of this kind shall not be considered by the Manager unless accompanied by receipted bills for the amount paid.

Sec. 8. The Manager shall, with the approval of the Executive Committee, include under this Agreement and apply car service rules at such additional points as may, from time to time, be agreed upon by all the members interested thereat.

ARTICLE III.

Section 1. It is agreed that the expenses of the Association shall be paid by the several members thereof on such equitable basis as may be determined upon, from time to time, by the Executive Committee or the Association. Such expenses shall embrace the following: First, salary of the Manager and other employees. Second, rent of rooms for the use of the Association and the furnishing of such rooms. Third, office blanks, stationery and other necessary expenditures.

Sec. 2. The Manager shall make proper vouchers against each member on or after the 25th day of each month for its proportion of the expenses of that month, accompanied by a statement thereof, which voucher shall be paid on or before the 15th of the month following.

Sec. 3. The Manager shall keep in his office, subject to inspection by any member, a full account of all moneys received and paid out for the expenses of the Association, with proper vouchers or receipts for such payments.

ARTICLE IV.

Section 1. Car service charges accruing under the rules of the Association shall be collected by and belong to each member for all cars detained on sidings connected with or operated by its road, and moneys so collected shall not be refunded except upon the written order of the Manager as provided herein.

Sec. 2. All bills of lading, receipts for freight, expense or freight bills, and notices, shall have printed or stamped thereon a notation advising consignors or consignees of the charges that will be made for the detention to cars while loading or unloading.

Sec. 3. No railroad, member of this Association, shall hold in transit any loaded cars destined to points covered by this Agreement, unless the same shall be done for the purpose of avoiding blockades. In case it becomes necessary to hold back such cars for the purposes stated, the Manager of the Association shall be notified immediately by the road concerned, and he shall investigate the matter with a view of determining whether such action is, or is not, a violation of the intent of this Agreement.

Sec. 4. Any road holding back cars of freight destined to points embraced in this Agreement, for the purpose of avoiding the charges for detention, shall be considered as having violated the terms of this Agreement, and to be liable to the penalty therefor.

Sec. 5. For each violation of this Agreement, which shall be proven to the satisfaction of two-thirds of the members present at any regular meeting of the Association to have been intentional, a

penalty of five hundred dollars ($500.00) shall be paid by the road at fault. Moneys so collected shall be used in paying the expenses of the Association, but no part thereof shall be credited to the expense account of the road fined.

Sec. 6. In case any railroad not a member of this Association desires to join the same, application shall be made through the Chairman or Manager, and if such application is approved by the Executive Committee, or by a majority of the members present at any meeting of the Association, the applicant shall be entitled to membership on signing the Agreement.

ARTICLE V.

Section 1. It is agreed that uniform charges for detention of cars and use of tracks shall be enforced by all the railroads belonging to this Association at all points now, or hereafter, covered by this Agreement, as provided in the following rules:

Sec. 2. Car Service Rules.

1. A charge of one dollar ($1.00) per car per day or fraction of a day shall be made for car service and use of track on all cars not unloaded within forty-eight (48) hours after arrival, not including Sundays or legal holidays, except as hereinafter provided.

2. Forty-eight (48) hours will be allowed for loading cars on team or private track, after the expiration of which time a charge will be made of one dollar ($1.00) per car per day or fraction thereof, Sundays and legal holidays excepted. The legal holidays are New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, General Election Day, Thanksgiving Day and Christmas Day.

3. The charge of one dollar ($1.00) per day shall not be made on cars loaded with coal or coke until twenty-four (24) hours have elapsed after the usual forty-eight (48) hours allowed for unloading.

4. Cars containing coal or coke shipped by or on account of any member of this Association to itself or its regular sales agents, and standing on its own tracks or on the private tracks of

such agents, will not be subject to car service until consigned for delivery to a local consignee.

5. When both cars and tracks are owned by the same private party no charge will be made; but when private cars are detained on the tracks of other corporations, firms or individuals, or on tracks belonging to or operated by members of this Association, or cars controlled by the latter on private tracks, the established charge will apply.

6. Cars containing freight in transit billed through over rail or water lines not held for orders or for disposition by the consignee, shipments which are to be unloaded in and delivered from railroad freight houses, and company material, will not be subject to charge, and should not be included in reports to the Manager.

7. Cars detained for want of billing instructions, by reason of improper or imperfect billing, or by reason of improper, unsafe or excessive loading, shall be subject to car service under these rules.

8. Cars detained at any point within the territory of this Association by reason of being billed to order, awaiting bills of lading, or awaiting instructions as to disposition by the shipper or consignee, shall be subject to car service charges under these rules, and must be reported to the Manager by the road upon which they are detained or held.

9. A full record shall be made of the arrival and disposition of all cars subject to car service rules, and the agent of each road shall make daily reports to the Manager on such forms and in such manner as may be prescribed by him from time to time.

10. On cars arriving after seven o'clock (7) a. m., car service will be charged after the expiration of forty-eight (48) hours from seven (7) a. m. following. On cars arriving after twelve (12) o'clock noon, car service will be charged after the expiration of forty-eight (48) hours from noon following.

11. When cars are delayed after arrival beyond the time allowed by Rule 10, on account of failure of shipper or consignee to give prompt notice of disposition, the time so consumed shall be considered a part of the forty-eight (48) hours allowed for unloading.

12. On cars consigned direct to team or private tracks, or which may be so delivered on standing or advance orders from the consignee, car service will be charged after the expiration of forty-eight (48) hours from the time such cars are placed on the tracks designated. If placed after seven (7) a. m., the forty-eight (48) hours will begin at seven (7) a. m. following placing; if placed after twelve (12) o'clock noon, the forty-eight (48) hours will begin at noon following placing.

13. On cars *not* consigned direct to team or private tracks, the forty-eight (48) hours allowed for unloading will begin at seven (7) a. m. or twelve (12) noon (see Rule 10) following arrival, will continue until order for disposition is given by consignee, and will begin again at the actual hour when placed according to such order, excepting that cars so placed between the hours of six (6) p. m. and seven (7) a. m. will be regarded as placed at seven (7) a. m.

14. Cars containing freight to be delivered on team tracks or private sidings shall be delivered on the tracks designated on the way-bills immediately upon arrival, or as soon thereafter as the ordinary routine of yard-work will permit. The time consumed in placing such cars, or in switching cars for which directions are given by consignee after arrival, shall not be included in the time allowed for unloading. No car shall be held from delivery in any manner if it can be delivered as provided in these rules, and the Manager is charged with the duty of seeing that the purposes for which this Association is formed are not evaded by any member of the same.

15. Delivery of cars shall be considered to have been effected at the time when such cars have been placed on recognized or designated delivery tracks, or if such track or tracks contain cars belonging to the same consignee and detained over forty-eight (48) hours, when the road offering the cars would have delivered them had the condition of such tracks permitted.

16. The delivery of cars consigned to or ordered to private tracks shall be considered to have been effected either when such cars have been placed on the tracks designated, or if such track or

tracks be full, when the road offering the cars would have made delivery had the condition of such tracks permitted.

17. Cars must not be held from, or outside of the place to which they are consigned, for the purpose of evading car service charges. When cars are so held by reason of the consignee not being ready to receive and unload the same, the agent at destination shall be informed of such detention, and such cars shall be included in his reports to the Manager from the time at which they would otherwise have arrived and been delivered to consignee, as provided in Rules 15 and 16.

18. Consignees will not be allowed to detain cars more than forty-eight (48) hours without charge because they intend to reconsign or load such cars with other freight. Cars will not be subject to orders for loading by the owners of property contained therein, or by any other shipper, until the same are empty.

19. When freight is transferred from one car to another, charges for detention will continue, the same as if the freight had originally been shipped in the car to which transfer is made; but the consignee will not be charged with the time lost by reason of such transfer unless the same is caused by his fault or done by his order.

20. When cars which have been ordered for delivery on the tracks of another road are refused by the latter on account of the inability of the consignee to receive and unload the same, immediate notice thereof shall be given the road offering such cars, and car service shall be continued thereon until accepted by the receiving road or otherwise disposed of by the shipper.

21. When cars on which car service charges have accrued are ordered for delivery to a connecting road, such charges shall be collected by the agent of the forwarding road.

22. When cars upon which car service charges have accrued are ordered to other points, if collection cannot otherwise be made, charges will be billed forward as advances.

23. Car service charges shall be collected in the same manner and with the same regularity and promptness as transportation

charges, and agents will report to the Manager of the Association the name of any corporation, firm or individual refusing to pay the same.

24. Property upon which car service charges have accrued shall be held by the road, and the consignee will not be allowed to remove the same from the company's premises, or from cars on its team tracks, until the charges that have accrued thereon are paid.

25. Claims for refunding of car service charges must be made upon the Manager of the Association, and not upon the road or agent collecting the same. Car service charges collected under these rules shall not be refunded, except by order of the Manager, and claims for the refunding of such charges will not be considered unless accompanied by receipted bills for the amounts paid.

26. Agents will collect car service charges accruing under the rules as explained herein, regardless of the condition of the weather. On receipt of claims for refunding car service charges alleged to have been incurred by reason of bad weather, the Manager will decide each case on its merits, taking into consideration the nature of the freight in connection with the weather, and will authorize such refund as in his judgment may be right and proper.

27. All complaints which may arise from non-conformity to any of the rules of this Association, or from neglect or discrimination in enforcing the same, and all doubtful or complicated cases involving any uncertainty as to the proper meaning and application of these rules, shall be referred to the Manager for decision.

28. The territory of the Association is hereby defined as follows: The State of New York east of a line drawn through and including Sodus Point, Wallington, Newark, Canandaigua, Painted Post and Lawrenceville, and north of a line running due east from Susquehanna, Pa., to the eastern boundary—including stations on the N. Y., L. E. & W. R. R. Painted Post to Canisteo inclusive, and excluding stations on the N. Y., L. E. & W. R. R. east of Susquehanna, Pa.; Lawrenceville, Waverly, Great Bend, and Susquehanna, in the State of Pennsylvania; the State of Ver-

mont; the State of Massachusetts west of Millers Falls and north of and including the Fitchburg R. R.; and such other territory as may be covered by any of the members of this Association.

ARTICLE VI.

Section 1. This Association shall continue for one (1) year from July 1st, 1891, and thereafter, until dissolved by a majority vote of all the members; but any member may withdraw at the end of each year by giving written notice to the Chairman ninety (90) days previous to that time.

In witness whereof we have hereunto affixed our names for our respective Companies.

Bennington & Rutland Railway,

By .....

Canada Atlantic Railway,

By .....

Central Vermont Railroad,

By .....

Connecticut River Railroad,

By .....

Delaware & Hudson Canal Company,

By .....

Delaware, Lackawanna & Western Railroad,

By .....

Elmira, Cortland & Northern Railroad,

By .....

FALL BROOK COAL COMPANY,

By.....

FITCHBURG RAILROAD,

By

GRAND TRUNK RAILWAY,

By.....

LEHIGH VALLEY RAILROAD.

By.....

NEW YORK CENTRAL & HUDSON RIVER RAILROAD,

By

NEW YORK, LAKE ERIE & WESTERN RAILROAD,

By.....

NEW YORK, ONTARIO & WESTERN RAILROAD,

By .....

NORTHERN CENTRAL RAILWAY,

By

ROME, WATERTOWN & OGDENSBURG RAILROAD,

By.....

SYRACUSE & BALDWINSVILLE RAILWAY,

By.....

SYRACUSE, BINGHAMTON & NEW YORK RAILROAD,

By .....

SYRACUSE, ONTARIO & NEW YORK RAILWAY,

By .....

WEST SHORE RAILROAD,

By .....

By .....

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